



4. Defendant Mediacredit, Inc. (“Mediacredit”), is a Missouri business entity with an address of Three Cityplace Drive, Suite 6900, St. Louis, Missouri 63141, operating as a collection agency, and is a “debt collector” as the term is defined by 15 U.S.C. § 1692a(6).

5. Does 1-10 (the “Collectors”) are individual collectors employed by Mediacredit and whose identities are currently unknown to the Plaintiff. One or more of the Collectors may be joined as parties once their identities are disclosed through discovery.

6. Mediacredit at all times acted by and through one or more of the Collectors.

### **ALLEGATIONS APPLICABLE TO ALL COUNTS**

#### **A. The Debt**

7. The Plaintiff allegedly incurred a financial obligation (the “Debt”) to an (the “Creditor”).

8. The Debt arose from services provided by the Creditor which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

9. The Debt was purchased, assigned or transferred to Mediacredit for collection, or Mediacredit was employed by the Creditor to collect the Debt.

10. The Defendants attempted to collect the Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

#### **B. Mediacredit Engages in Harassment and Abusive Tactics**

11. Within the last year, Mediacredit contacted Plaintiff in an attempt to collect the Debt.

12. Mediacredit informed Plaintiff that the letter Mediacredit sent to Plaintiff, as required by law, was returned.

13. Plaintiff verified her address, however, Mediacredit refused to resend any mail

correspondence to Plaintiff.

14. Mediacredit advised Plaintiff to contact the creditor directly for information regarding the Debt.

15. Even though Mediacredit was aware Plaintiff did not receive an initial notice regarding the Debt, Mediacredit continued its collection efforts.

16. Plaintiff advised Mediacredit that payment would be made to the creditor, not to Mediacredit.

17. After Plaintiff refused to make payment to Mediacredit, Mediacredit continued to harass Plaintiff daily with collection calls.

18. Plaintiff advised Mediacredit to cease calls to her cellular telephone during her work hours, Monday to Friday from 9am-5pm.

19. Nonetheless, Mediacredit continued to call Plaintiff during the times known to be inconvenient for Plaintiff.

20. After Plaintiff paid the Debt, Mediacredit continued to harass Plaintiff with telephone calls.

21. When Plaintiff answered the calls from Mediacredit she did not hear anyone on the other end of the line, which caused Plaintiff a significant amount of annoyance and frustration.

**C. Plaintiff Suffered Actual Damages**

22. The Plaintiff has suffered and continues to suffer actual damages as a result of the Defendants' unlawful conduct.

23. As a direct consequence of the Defendants' acts, practices and conduct, the Plaintiff suffered and continues to suffer from humiliation, anger, anxiety, emotional distress, fear, frustration and embarrassment.

**COUNT I**  
**VIOLATIONS OF THE FDCPA - 15 U.S.C. § 1692, et seq.**

24. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

25. The Defendants' conduct violated 15 U.S.C. § 1692d in that Defendants engaged in behavior the natural consequence of which was to harass, oppress, or abuse the Plaintiff in connection with the collection of a debt.

26. The Defendants' conduct violated 15 U.S.C. § 1692d(5) in that Defendants caused a phone to ring repeatedly and engaged the Plaintiff in telephone conversations, with the intent to annoy and harass.

27. The Defendants' conduct violated 15 U.S.C. § 1692e in that Defendants used false, deceptive, or misleading representation or means in connection with the collection of a debt.

28. The Defendants' conduct violated 15 U.S.C. § 1692e(10) in that Defendants employed false and deceptive means to collect a debt.

29. The Defendants' conduct violated 15 U.S.C. § 1692f in that Defendants used unfair and unconscionable means to collect a debt.

30. The Defendants' conduct violated 15 U.S.C. § 1692g(a) in that Defendants failed to send Plaintiff an initial letter within five days of its initial contact with Plaintiff as required by law.

31. The foregoing acts and omissions of the Defendants constitute numerous and multiple violations of the FDCPA, including every one of the above-cited provisions.

32. The Plaintiff is entitled to damages as a result of Defendants' violations.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that judgment be entered against Defendants:

1. Actual damages including, but not limited to, the emotional distress the Plaintiff has suffered (and continues to suffer) as a result of the intentional, reckless, and/or negligent FDCPA violations and intentional, reckless, and/or negligent invasions of privacy pursuant to 15 U.S.C. § 1692k(a)(1);
2. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A);
3. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);
4. Punitive damages; and
5. Such other and further relief that the Court may deem just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: January 17, 2018

Respectfully submitted,

By: /s/ Sergei Lemberg

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